



PATENT  
Attorney Docket No. ASC-057C1

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**APPLICANTS:** Hammond *et al*  
**SERIAL NUMBER:** 10/797,231 **ART UNIT:** 2812  
**FILING DATE:** March 10, 2004 **EXAMINER:** Ghyka, Alexander G  
**TITLE:** METHOD OF SELECTIVE REMOVAL OF SiGe ALLOYS

**Terminal Disclaimer**

I, Bryan P. Lord, state that I am a representative authorized to sign on behalf of AmberWave Systems Corporation, identified below as the assignee of the entire right, title and interest in and to the above-identified patent application, U.S. Serial No. 10/797,231. I have reviewed all the evidentiary documents accompanying or referred to in the instant Terminal Disclaimer and certify that, to the best of my knowledge and belief, title to the above-identified application is in the name of AmberWave Systems Corporation.

AmberWave Systems Corporation of 13 Garabedian Drive, Salem, NH 03079 is the assignee of the entire right, title and interest in and to the above-identified application, 10/797,231, by virtue of the Assignment documents signed by the inventors, copies of which are attached hereto.

AmberWave Systems Corporation hereby waives and disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the full statutory term of U.S. Patent No. 6,846,715, and hereby agrees that any patent so granted on U.S. Serial No. 10/797,231 shall be enforceable only for and during such period that the patent remains commonly owned with U.S. Patent No. 6,846,715. This agreement runs with any patent granted on U.S. Serial No. 10/797,231 and is binding upon the Assignee, its successors or assigns.

AmberWave Systems Corporation does not disclaim any terminal part of the term of any patent granted on the above-identified application U.S. Serial No. 10/797,231 prior to the expiration date of the full statutory term of U.S. Patent No. 6,846,715, in the event that said patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole, or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a re-examination certificate, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, if any, except for the separation of legal title stated above.

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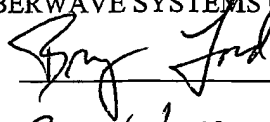
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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made in the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

AMBERWAVE SYSTEMS CORPORATION

By



Name

Bryan Lero

Title

General Counsel

Date

8/15/06

## **ASSIGNMENT**

WHEREAS, I, Eugene A. Fitzgerald, along with Richard Hammond and Matthew Currie, have invented one or more inventions described in applications for Letters Patent of the United States entitled:

### **METHOD OF SELECTIVE REMOVAL OF SiGe ALLOYS**

and identified by Serial No. 10/172,542 filed in the United States Patent Office on June 14, 2002, and

and identified by Serial No. 10/797,231 filed in the United States Patent Office on March 10, 2004; and

WHEREAS, AmberWave Systems Corporation (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 13 Garabedian Drive, Salem, New Hampshire 03079, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said applications, together with my entire right, title and interest in and to said applications and such Letters Patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, and substitutions of said applications or such Letters Patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patents to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

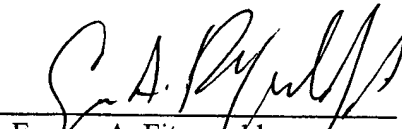
AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, continuation-in-part, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said applications, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

*IN TESTIMONY WHEREOF*, I have hereunto set my hand and affixed my seal on the date set forth below.

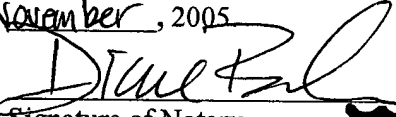
Inventor:

  
Eugene A. Fitzgerald

Commonwealth of Massachusetts     )  
County of Essex                     ) ss

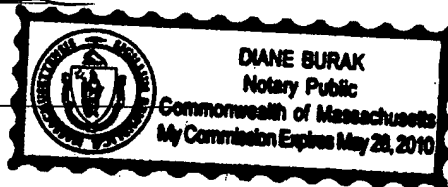
Subscribed and sworn to before me, by the above-named Eugene A. Fitzgerald this 16<sup>th</sup> day of

November, 2005

  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_



**ASSIGNMENT**

WHEREAS, We, Richard Hammond and Matthew Currie, have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

**METHOD OF SELECTIVE REMOVAL OF SiGe ALLOYS**

and identified by

- ☒ Attorney Docket No. ASC-057, and;
- ☒ Serial No. 10/172,542 filed in the United States Patent Office on June 14, 2002; and

WHEREAS, AmberWave Systems Corporation (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Delaware, and having a usual place of business at 13 Garabedian Drive, Salem, NH 03079, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;


AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.


**IN TESTIMONY WHEREOF**, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

Inventor:   
Richard Hammond

Commonwealth of Massachusetts )  
County of Essex ) ss

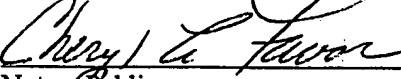
Subscribed and sworn to before me, by the above-named Richard Hammond this 13<sup>th</sup> day of December, 2002.

  
Notary Public  
My Commission Expires: 10/15/2009

Inventor:   
Matthew Currie

Commonwealth of Massachusetts )  
County of Essex ) ss

Subscribed and sworn to before me, by the above-named Matthew Currie this 13<sup>th</sup> day of December, 2002.

  
Notary Public  
My Commission Expires: 10/15/2009